

**SECTION 00800**  
**SUPPLEMENTARY CONDITIONS**

## SECTION 00800

### SUPPLEMENTARY CONDITIONS

The following supplements shall modify, change, delete from, and/or add to the "Standard General Conditions of the Construction Contract " (Document No. EJCDC C-700)." Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplementary provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph so amended, voided, or superseded shall remain in effect.

#### ARTICLE 1 - DEFINITIONS

**CONTRACT TIMES** Amend paragraph defining "CONTRACT TIMES" to read as follows:

Contract time shall be the time period commencing on the date of issuance of "Notice to Proceed" and concluding on the day specified in the Contract Documents by the CONTRACTOR for the satisfactory completion of the work.

**OWNER** Amend paragraph defining "OWNER" to read as follows:

Whenever the word "OWNER" is used in the Contract Documents, it shall be understood to be City of St. Charles, Illinois, and duly authorized representatives thereof.

#### ARTICLE 5 - BONDS AND INSURANCE

**SC 5.01C** Add the following language at the end of Paragraph 5.01C of the General Conditions.

In addition, no further progress payments under the Agreement will be made by owner until CONTRACTOR complies with the provisions of this Article.

#### **SC 5.02** CONTRACTOR'S LIABILITY INSURANCE

The CONTRACTOR shall secure and maintain in effect at all times, at his expense, insurance of the following kinds and limits to cover all locations of the CONTRACTOR's operations in connection with work on his company's projects, naming the City of St. Charles as an additional insured. The CONTRACTOR shall furnish Certificates of Insurance to the owner before starting construction or within 10 days after the execution of the contract, whichever is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the city. In case of insurance cancellation, CONTRACTOR shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation. **Note: Liability umbrella is \$5,000,000. Certificates of insurance must be completed**

**on ACCORD 25-S form with the cancellation clause revised and revisions initialed.**

- SC 5.02A      The CONTRACTOR shall in all respects comply with any and all statutes and Ordinances which impose any duty or obligation upon either the CONTRACTOR or the City of St. Charles, Illinois with respect to the performance of any part of the work hereby undertaken by the CONTRACTOR and the CONTRACTOR agrees to do and perform any and all acts required by any statutes or Ordinances to be performed by either the CONTRACTOR or the City of St. Charles, Illinois with respect to such work. The CONTRACTOR HEREBY agrees to hold the City of St. Charles, Illinois, its employees, agents, and Wills Burke Kelsey Associates (ENGINEER), harmless and to indemnify them against and to reimburse them for any loss, damage, costs, or expenses, together with reasonable attorney's fees, which they might or may incur by reason of failure of the CONTRACTOR to observe and comply with any and all such statutes and Ordinances.
- SC 5.02B      The CONTRACTOR shall also indemnify and hold harmless the City of St. Charles, Illinois, its employees, and agents and Wills Burke Kelsey Associates (ENGINEER) from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees, and liabilities incurred in connection therewith, arising out of injury to, or death whatsoever, or damage to property of any kind by whomsoever owned, caused in whole or in part by the acts or omissions of the CONTRACTOR, any Subcontractor, the CONTRACTOR'S material, men, or any other person directly or indirectly employee by them, or any of them, while engaged in the performance of the work or any activity associated therewith or relative thereto.
- SC 5.02C      The CONTRACTOR shall also name Wills Burke Kelsey Associates (ENGINEER), the ENGINEER'S subconsultants, and the City of St. Charles as additional insureds on his Contractor's General Liability policy on a "primary and non-contributory" basis.
- SC 5.03      Delete paragraph 5.03 of the General Conditions in its entirety.
- SC 5.04      Delete paragraph 5.04A and 5.04B of the General Conditions in their entirety and add the following:
- SC 5.04A      **APPLICABLE TO ALL POLICIES**

All policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A. M. Best Co.

Certificates of insurance evidencing the required coverage shall be submitted to the Owner and Engineer prior to commencing work on the project.

The limits of liability for the liability insurance shall not be less than the following amounts or greater where required by law and the other insurance coverage shall be as follows:

SC 5.04B                      LIABILITY INSURANCE (refer to sheets provided)

1.       Workers' Compensation

Coverage A:	Statutory
	Coverage B: \$500,000
	\$500,000
	\$500,000

Shoremans coverage will be required when working on or above a navigable waterway.

2. Comprehensive General Liability Insurance

Automobile Combined Single Limit	\$1,000,000 Per Occurrence
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000 Per Occurrence
Personal and Advertising Injury	\$1,000,000 Per Occurrence
Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$100,000
Umbrella/Excess Liability	\$5,000,000

Coverage will include:

Blanket Contractual  
Employees as Insureds  
Broad Form Property Damage  
Broad Form Lenders Liability

- a.       The term "caused by an accident" shall be replaced by the term "occurrence."
- b.       The City must be named as an Additional Insured with the following wording appearing on the Certificate of Insurance: " The City of St. Charles and any official, trustee, director, officer, or employee of the City (plus any holder or mortgage as designated by the City) as to any and all projects, as an Additional Insured for the Commercial General Liability as respects any and all projects for any work being performed and this coverage will be primary and noncontributory."
- c.       Insurance will provide "X", "C" and "U" (explosion, collapse and underground hazard coverage) as applicable.
- d.       Workers Compensation and General Liability waiver of Subrogation in Favor of ENGINEER and CITY.

3. Comprehensive Automobile Liability Insurance

Combined Single Limit        \$1,000,000

- a. All owned, hired, or non-owned vehicles including the loading or unloading thereof.
- b. The term "caused by an accident" if used in bodily injury or property damage coverage shall be replaced by the term "occurrence"

4. Umbrella/Excess Liability Insurance

**Limit of Liability:**    \$5,000,000

In addition to the insurance coverage set forth in the contract documents, the CONTRACTOR shall maintain an Umbrella/Excess Liability policy with coverages for the same perils as covered under the primary policies, including any special requirements.

5. Special Terms/ Conditions:

If the additional insured has other insurance, which is applicable to the loss, it shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

- a. The CONTRACTOR, and all subcontractors shall not commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by the City. The CONTRACTOR and Subcontractor shall maintain all insurance required under this section for one year after substantial completion.
- b. With respect to all insurance required herein, the CONTRACTOR shall provide such insurance naming the city and all of its employees and agents as additional named insureds, including the coverage with respect to damages, losses expense and claim, including attorney's fees; for all liability involving alleged bodily injury, all liability, and property damage, liability based upon any claims brought against the City, its mean or suppliers or the employees thereof arising from whatsoever cause, relating to, arising out of or concerning the performance of the subject property.
- c. To the extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the City and its agents

and employees from and against all claims, damages, losses and expense, including attorney's fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death or to destruction of tangible property (other than work itself), including a loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, or anyone for whose acts any of them may be liable, regardless of whether or not it caused in part by a party indemnified hereunder. In any and all claims against the owner or any of its agents or employees by an employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount of, type of damage's, compensation for benefits payable by or for the CONTRACTOR or any subcontractor under worker's compensation acts, liability benefit acts or other employee benefit acts. Further, the CONTRACTOR hereby agrees to hold the owner harmless and to indemnify it against and to reimburse them for any loss, damage, fines, costs or expense, together with reasonable attorney's fees, which might or may occur by reason of the failure of the CONTRACTOR to observe and comply with any and all statutes and ordinance.

#### 6. Property Insurance

Add the following sentence to the subparagraph:

The form of the policy for this coverage shall be Completed Value.

- a. The CONTRACTOR shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the work in transit.
- b. Property Insurance provided by Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and construction equipment, which may be on the site and the capital value of which is not included in the work. The CONTRACTOR shall make his own arrangements for any insurance he may require on such construction equipment.

The policy shall be written a special form.

## MISCELLANEOUS REQUIREMENTS

The CONTRACTOR is responsible for determining that subcontractors are adequately insured against claims arising out of or relating to the work. The premium cost and charges for such insurance shall be paid by each subcontractor.

The limits of liability as stated, may be arrived at using a Split-Limit or a combined Single limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

**Builders Risk:** The CONTRACTOR shall provide and maintain Builder's Risk Insurance and installation insurance in the amount of 100% of the contract sum. The insurance must provide All Risk including Theft of Building Materials, and shall be written at 100% of completed value. The CONTRACTOR and the Owner shall be named insureds. The CONTRACTOR will be responsible for whatever deductible is used.

The CONTRACTOR shall in all respects comply with any and all statutes and ordinances which impose and duty or obligation upon either the CONTRACTOR or the City of St. Charles, Illinois with respect to the performance of any part of the work hereby undertaken by the CONTRACTOR and the CONTRACTOR agrees to do and perform any and all acts required by any statutes or Ordinances to be performed by either the CONTRACTOR or the City of St. Charles, Illinois with respect to such work.

## APPLICABLE TO ALL POLICIES

All policies shall written with insurance companies licensed to do business in the state of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Co.

Deductibles will not exceed \$5,000.00

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Add a new subparagraph immediately after Subparagraph 6.06G of the General Conditions, which is to read as follows:

SC 6.06H      CONTRACTOR shall not award Work to Subcontractor(s) in excess of 50% of the Contract Price without prior written approval of OWNER.

SC 6.12A      Add the following language at the end of paragraph 6.12A of the General Conditions.

The CONTRACTOR shall also be responsible for maintaining a marked set of drawings showing all deviations in line and grade, additions, and/or deletions to the

scope of work. The CONTRACTOR shall furnish the ENGINEER with said marked set of drawings upon completion of the work for use in preparing the Record Drawings.

#### ARTICLE 7 - OTHER WORK AT THE SITE

SC 7.02 DELETE Paragraph 7.02 of the General Conditions in its entirety and insert the following in its place:

When the OWNER contracts with others for performance of other work on the Project at the site, the OWNER will identify a construction coordinator who will have authority and responsibility for coordination of the activities among the various prime CONTRACTORS' work at the site.

#### ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

SC 9.03 Add the following language to paragraph 9.03 of the General Conditions which is to read as follows:

The following is a listing of the "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative" and supplements paragraph 9.03 of the General Conditions:

#### DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF THE AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE.

##### A. GENERAL

The Resident Project Representative is the ENGINEER'S Agent and shall act under the supervision and direction of the ENGINEER. He shall confer with the ENGINEER regarding his actions and shall generally communicate with the OWNER only through the ENGINEER.

##### B. DUTIES AND RESPONSIBILITIES

The Resident Project Representative shall:

1. Schedule: Review the progress schedule prepared by the CONTRACTOR for compliance with the contract and give written advice to the ENGINEER concerning its acceptability.
2. Conferences: Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the ENGINEER and notify those expected to attend in



advance. Maintain and circulate copies of records of the meetings.

3. Liaison:

- a. Serve as the ENGINEER'S liaison with the CONTRACTOR working principally through the CONTRACTOR'S superintendent. Alert the CONTRACTOR, through his superintendent, to the hazards involved in accepting and acting upon instructions from the OWNER or other, except such instructions transmitted through the ENGINEER.
- b. Cooperate with the CONTRACTOR in his dealings with the Project in order to complete service connections to public utilities and facilities.
- c. Assist the ENGINEER in obtaining from the OWNER additional details or information, when required, at the job site for proper execution of the work.

4. Approvals: When required, assist the ENGINEER in obtaining from the CONTRACTOR a list of his proposed supplies and subcontractors.

5. Samples: Assist the ENGINEER in obtaining field samples of materials delivered to the site which are required to be furnished, and keep record of actions taken by ENGINEER.

6. Shop Drawings:

- a. Receive approved shop drawings and other submissions from the ENGINEER, record data received, maintain a file of the drawings and submissions, and check construction for compliance with them.
- b. Alert the CONTRACTOR'S superintendent when he observes materials or equipment being installed before approval of shop drawings or samples, where such are required, and advise the ENGINEER when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.

7. Review of Work, Inspections, and Tests

- a. Conduct on-site observations of the work in progress for the ENGINEER as a basis for determining that the Project is proceeding in accordance with the Contract Documents, and report to the ENGINEER when he believes that any work should be rejected or specially tested, or that the work should be stopped to ensure that the completed Project will comply with the requirements of the Contract Documents.
  - b. Verify that tests, including equipment and systems start-up, which are required by the Contract Documents are conducted and that the CONTRACTOR maintains adequate records thereof, observe, record, and report to the ENGINEER appropriate details relative to the test procedures and start-ups.
  - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to the ENGINEER.
8. Interpretations of Contract Documents: Transmit to the CONTRACTOR the ENGINEER'S interpretations of Contract Documents.
9. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modification in drawings or specifications and report them with recommendations to the ENGINEER.
10. Records:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings, and other submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, and additional drawings issued subsequent to the award of the contract, the ENGINEER'S interpretations of the Contract Documents, progress reports, and other Project-related documents.
  - b. Keep a diary or logbook, recording hours on the job site, weather conditions in general, and specific observations in more detail as in the case of observing test procedures.

- c. Record names, addresses, and telephone numbers of all CONTRACTORS, subcontractors, and major material suppliers.
- d. Maintain a set of drawings on which authorized changes are noted and deliver to the ENGINEER at the completion of the Project.

11. Reports:

- a. Furnish the ENGINEER periodic reports, as required, of progress of the Project and the CONTRACTOR'S compliance with approved progress schedule.
- b. Consult with the ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the Project.

12. Payment Requisitions: Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to the ENGINEER, noting particularly their relation to the work completed and materials and equipment delivered at the site.

13. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the work, assemble Guarantees, Certificates, Maintenance and Operation Manuals, and other required data to be furnished by the CONTRACTOR; and upon acceptance of the project, deliver this material to the ENGINEER for his review and forwarding to the OWNER.

14. Completion:

- a. Prior to inspection for substantial completion, submit to the CONTRACTOR a list of observed items required correction.
- b. Conduct final inspection in the company of the ENGINEER and the OWNER and prepare a final list of items to be corrected.
- c. Verify that all items on final list have been corrected and make recommendations to the ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Except upon written instructions of the ENGINEER, the Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents;
2. Shall not undertake any of the responsibilities of the CONTRACTOR, the subcontractors, or the CONTRACTOR'S superintendent;
3. Shall not expedite the work for the CONTRACTOR;
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such is specifically called for in the Contract Documents;
5. Shall not authorize the OWNER to occupy the Project in whole or in part;
6. Shall not participate in specialized field or laboratory tests.

SC 9.04                      INSERT the following at the end of the last sentence, "Such authorized variations in work shall only involve engineering or plan-related issues, and shall not involve, nor be binding to the extent they relate to questions of legal interpretation of liabilities of the parties."

SC 9.9C                      INSERT the following to the end of the last sentence "with the exceptions of these items set forth in section 9.02, namely inspections to insure against defective work."

#### ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

SC 10.04                      DELETE Paragraph 10.03A in its entirety and INSERT the following:  
  
"OWNER and CONTRACTOR shall execute appropriate and lawful change orders recommended by ENGINEER (or written Amendments) covering:"

END OF SECTION

**DIVISION 01**  
**GENERAL REQUIREMENTS**

## **SECTION 01100**

### **CONTRACT CONSIDERATIONS**

#### **1101 APPLICATIONS FOR PAYMENT**

The Contractor shall submit three (3) copies of each application on Contractor's Standard form. The payment period will be a minimum of 30 days, and the application shall include Sworn Statements of Contractor and Sub-Contractors, together with supporting Lien Waivers.

#### **1102 CHANGE ORDER PROCEDURES**

The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Price or Contract Time as authorized by issuing supplemental instruction by Field Order.

Work Directive Change: The Engineer may issue a directive, on the Work Directive Change Order form, signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Price or Contract Time. Promptly execute the change.

All conflicts involving a potential field change shall be brought to the attention of the City of St. Charles Engineering Office before construction of the field change begins. Failure to comply with this issue may result in construction that has not been approved and will therefore not be compensated for in final payment

#### **1104 LIQUIDATED DAMAGES**

Liquidated damages will be assessed as per Section 00500 of this document.

**END OF SECTION**

## SECTION 01200

### REFERENCE STANDARDS

1210

#### QUALITY ASSURANCE

For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

The Contractor shall conform to current reference standards consistent with the date at the opening bid.

The hierarchy of Specifications in order of precedence from highest to lowest is as follows:

1. Contract Documents and Specifications for **"First Street Streetscape Electric & Utility"** prepared by Wills Burke Kelsey Associates, Ltd. for the City of St. Charles.
2. Municipal code of the City of St. Charles.
3. "Standard Specifications for Road and Bridge Construction", Illinois Department of Transportation, (SSRBC), latest edition.

Should specified reference standards conflict with the Contract Documents, the Contractor shall request clarification from Engineer before proceeding.

The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

END OF SECTION

## **SECTION 01300**

### **SUBMITTALS**

#### **1301 SUBMITTAL PROCEDURES**

Contractor shall:

Identify Project, Contractor, Subcontractor, or supplier pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

Schedule submittals to expedite the Project, and deliver to Engineer at business address. Coordinate submission of related items.

Revise and resubmit submittals as required, identify all changes made since previous submittal.

Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

**END OF SECTION**



**SECTION 01400**  
**QUALITY CONTROL**

**1401      QUALITY ASSURANCE/CONTROL OF INSTALLATION**

The Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

The contractor shall comply fully with manufacturers' instruction, including each step in sequence.

Should manufacturers' instructions conflict with Contract Documents, the Contractor shall request clarification from Engineer before proceeding.

The Contractor shall comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

The Contractor shall perform work by persons qualified to produce workmanship of specified quality.

**END OF SECTION**

**SECTION 01700**  
**CONTRACT CLOSE-OUT**

**1701        CLOSE-OUT PROCEDURES**

Submit written notice that Contract Documents have been reviewed and work has been completed in accordance to the Plans and Contract Documents and ready for Engineer's inspection. Final application for Payment must identify the total adjusted Contract Price, previous payments, and remaining sum due.

Inspections shall be requested by the Contractor to the Engineering Office and performed by the appropriate utility division or Street Department.

All punch-list items including site cleanup, drainage system cleaning, pavement sweeping, landscaping, and removal of all waste materials and construction equipment must be complete prior to final engineering approval and final payment.

**1702        RECORD DOCUMENTS**

The Contractor shall provide as-built plans to the City of St. Charles in accordance with the requirements of the contract special provision contained herein for "Construction Layout and As-Built Survey".

**END OF SECTION**